

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
SPARTANBURG DIVISION

Zulfikar Manji,)	C.A. No.: 7:08-31-RBH
)	
Plaintiff,)	
)	
vs.)	COMPLAINT
)	
Connecticut General Life Insurance)	
Company,)	
)	
Defendant.)	

The Plaintiff, complaining of the Defendant herein, would show unto this Honorable Court as follows:

I.

Plaintiff is a citizen and resident of Drayton, South Carolina.

II.

Defendant is an insurance company organized and existing pursuant to the laws of one of the States of the United States, and which does business in Drayton, South Carolina.

III.

In this matter, Plaintiff seeks life insurance waiver of premium benefits under an ERISA plan pursuant to 29 U.S.C.S. § 1132(a)(1)(B) and that this court has jurisdiction to hear this matter based upon a federal question.

IV.

Until July, 2005, Plaintiff was employed with New Generation and as an employee of New Generation, Plaintiff was provided with life insurance waiver of premium coverage via a plan which was fully insured by Defendant.

V.

Because of certain problems from which he suffered, Plaintiff was forced to cease working and he filed a claim for life insurance waiver of premium benefits.

VI.

The plan denied Plaintiff's claim. Plaintiff appealed the denial and fully exhausted administrative remedies, but the plan has failed and refused to provide additional benefits.

FOR A FIRST CAUSE OF ACTION

VII.

Plaintiff incorporates all prior allegations, where not inconsistent, as if fully set forth herein.

VIII.

Plaintiff respectfully requests that this Court consider the administrative record compiled in this case and declare, pursuant to 29 U.S.C.S. §1132(a)(1)(B), that Plaintiff is entitled to the life insurance waiver of premium benefits he seeks for so long as he remains disabled under the terms of the plan. Plaintiff additionally requests that the Court award him attorney's fees and costs pursuant to 29 U.S.C.S. §1132(g).

WHEREFORE, having fully stated his complaint against the Defendant, Plaintiff prays for a declaration of entitlement to the life insurance waiver of premium benefits he seeks from the point at which his benefits were terminated up to the present and into the

future pursuant to 29 U.S.C.S. §1132(a)(1)(B), attorney's fees and costs pursuant to 29 U.S.C.S. §1132(g), and such other and further relief as this Court deems just and proper.

s/ Robert E. Hoskins
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